

GENERAL CONDITIONS FOR THE SALE AND DELIVERY OF GOODS AND SERVICES BY MIXED.INDUSTRIES B.V.



ARTICLE 1 FIELD OF APPLICATION

1.1 These conditions apply to all quotations and agreements where MIXED.Industries B.V. (hereafter: 'MIXED') acts as manufacturer, seller and supplier of goods and services, in the broadest meaning of the word, v-a-v- their counterparty (hereafter: Customer), and all agreements evolving from it.

1.2 General conditions that the Customer refers, whatever they are called, to do not apply and are explicitly dismissed.

1.3 Deviations from these conditions are only valid if they are confirmed in writing by MIXED to their Customer.

1.4 In the case of a conflict between the conditions of the agreement and the general terms and conditions, the conditions of the agreement will prevail.

1.5 MIXED reserves the right to change these general terms and conditions unilaterally. Changes also apply with respect to agreements already concluded. Changes take effect one month after publication by means of a written notification to Customer as well as the sending of the changed general terms and conditions. Should Customer not wish to accept the changes in the general terms and conditions, then he is entitled to refuse acceptance of such changes by means of registered post up to the time that such changes are due to take effect. If Customer does not proceed herewith, then Customer is considered to have accepted such changes after said changes have taken effect.

1.6 These general terms and conditions are available in other languages. In the case of differences in interpretation of the text, the Dutch text prevails.

ARTICLE 2 AGREEMENTS

2.1 All quotations from MIXED are free of obligation, except when they include a term for acceptance by their Customer. If a quotation includes an offer free of obligation and this is accepted, then MIXED has the right to recall this offer within two days after receipt of the acceptance.

2.2 If the agreement is concluded in writing then it becomes into being on the day of the signing of the contract by MIXED.

2.3 The pictures, drawings, measurements and weight specifications, and other such data given in catalogues etc, only provide a general indication of the products described and are not binding for MIXED.

2.4 As surplus delivery is considered all that is during the execution of the agreements, in consultation with the Customer, either or not in writing, delivered by MIXED, or that is performed on top of what is laid down in the agreement. A surplus delivery is reflected in the sales

price.

2.5 Agreements by word of mouth made by an employee of MIXED only bind MIXED except when confirmed by them in writing.

2.6 Every quotation is based on information supplied by Customer. Customer guarantees correctness and completeness of such information

ARTICLE 3 PRICE

3.1 The prices quoted by MIXED are exclusive of turnover taxes and other government taxes and are based upon delivery ex manufacturing, except when stipulated otherwise in these general conditions. Under ex manufacturing is understood the MIXED manufacturing plant.

3.2 If increases in cost price arise for MIXED after this agreement is contracted, e.g. as a result of changes in duties, rights, excise duties, raw materials and/or exchange rates, then MIXED is entitled to increase the agreed price accordingly. Any order that is not delivered, or any part thereof, will be delivered against the changed prices, under reservation of the right of the Customer to annul the orders or parts thereof in writing within seven days after notification of the changes in price, and to limit themselves with settlement of the orders that were already carried out by MIXED against the agreed price.

3.3 If section 2 arises, MIXED is entitled to refuse delivery, when they can expect in fairness from the Customer that he will not comply with the changed agreement.

3.4 MIXED always holds the right, before delivering or before continuing the deliveries, to demand from the Customer that he provides sufficient sureties towards MIXED for the compliance of his engagements v-a-v MIXED, failing to do this entitles MIXED to annul the agreement.

3.5 In the agreement the authority of MIXED is included to invoice surplus deliveries separately as soon as they know the amount for this. Should MIXED, at possible follow-up orders, have to make new drawings, calculations, descriptions, models or tools etc, then these expenses are due by the Customer.

3.6 The packing is not included in the price and is calculated separately. Packing is not taken back, except when this is agreed in writing by MIXED.

ARTICLE 4 DELIVERY

4.1 The delivery time starts on the last of the following points in time:

- the day when the agreement is entered into;
- the day of receipt, by MIXED, of the necessary documents, data,

permits, etc. necessary for the execution of the agreement;
- the day of the fulfilment of the necessary formalities needed before the works can start;
- the day of receipt, by MIXED, of the advance that was agreed upon before the commencement of the works.

4.2 If a delivery date or a delivery week is agreed upon, the delivery term is the period between the date when the agreement was entered into and the delivery date or the delivery week.

4.3 Delivery terms agreed upon will never be interpreted by the Customer as fatal deadlines, except when agreed differently explicitly and in writing. In case of late deliveries, MIXED must be declared in default explicitly and in writing, and a reasonable term will be granted to them to deliver still.

4.4 In case of non-delivery, the Customer is not entitled to indemnification, neither does he avail of the possibility to nullify the agreement, nor can he suspend receipt and payment, except in case of deliberate action or serious fault by MIXED.

4.5 The goods are considered being delivered as soon as they have left the manufacturing site or the warehouse.

4.6 The Customer sees to it that all necessary safety and other precautions, and stipulations concerning the environment concerning the environment are complied with by himself and by the personnel that he employs during the execution of the agreement.

4.7 If the Customer, after having been served notice of default, remains negligent to take the goods, then he will have to indemnify MIXED for all costs involved such as storage.

ARTICLE 5 PARTIAL DELIVERIES

5.1 MIXED is always entitled to deliver in parts.

5.2 If it has been agreed that the delivery of the goods is done in parts, either or not at buyer's option, every delivery is considered as one single and separate delivery transaction, with all legal results evolving from it.

5.3 As a result of what is stated in section 2, payment of the separate partial deliveries is done thirty days after invoice date of each separate partial delivery, except when agreed otherwise, explicitly and in writing.

5.4 If section 2 applies, the Customer is obliged to accept every separate partial delivery immediately.

5.5 Orders on buyer's option are called at the agreed, fixed periods.

5.6 If the Customer does not pay in time for any partial delivery, MIXED is entitled to suspend further deliveries, until the Customer has fulfilled his obligations. Further, MIXED can annul the agreement in full or in part and/or claim indemnification without the necessity to serve notice first.

ARTICLE 6 RISK AND TRANSPORT

6.1 The goods are at the risk of the Customer as from the moment of their delivery, even in case of free of charge delivery.

6.2 The transport of the goods is done to the account and at the risk of the Customer. The means of transport is determined upon by MIXED, except when agreed otherwise, explicitly and in writing. At the request of the Customer, MIXED can conclude a transport insurance, the costs of which are to the account of the Customer.

6.3 MIXED is not responsible for damage to goods or third parties occurring during the transport.

ARTICLE 7 SETTLEMENT

7.1 Settlement is done in the currency agreed, without any deduction or adjustment.

7.2 If not agreed otherwise, payment will be done thirty days after invoice date. Payment of surplus delivery is done within 30 days after the Customer has been invoiced same.

7.3 If payment is not done within the settlement period, the Customer is in default without the necessity for serving notice. As from the day when the situation of default started, the Customer is due interests on the sum of the invoice or the outstanding part of it. The interest percentage equals the legal trade percentage.

7.4 As soon as the Customer knows or should reasonably know that he cannot fulfil his duties, cannot fulfil them not in due time, or not as it should, he will immediately inform MIXED of this in writing, with description of the cause of the non-fulfilment.

7.5 If MIXED is forced to have the claim recovered by a collection agency, the Customer is under the obligation to compensate MIXED for all extra juridical and juridical costs. The extra juridical costs are set at at least 15 percent of the principal sum, with a minimum of € 500.00. At the discretion of MIXED, the Customer can also be charged for the real costs that are imposed on MIXED themselves.

7.6 If the Customer is at default, MIXED can immediately:

- suspend their obligations towards the Customer and/or
- demand indemnification for the damage caused by the delay and/or
- annul the agreement.

7.7 If the Customer is at default, MIXED has the right to store the delivered and unpaid goods to the account and risk of the Customer at a place of MIXED's choice.

7.8 Each payment by the Customer is first used for payment of costs, then the interests and then the claimable invoices that are open the longest, even when the Customer has given another destination to his payment.

ARTICLE 8 RESERVATION OF PROPERTY

8.1 The property of the goods delivered by MIXED are only transferred to the Customer after this party has fulfilled everything v-a-v MIXED concerning the delivery of these goods – including not only the purchase sum, but also the possible interests and costs..

8.2 The customer is entitled, within the framework of normal company management, to dispose of and to alienate the goods delivered by MIXED. At the request of MIXED, the Customer must, in case of such

disposal or alienation, put the claims on third parties that arise from this in tacit pawn for the benefit of MIXED.

8.3 The Customer is further under the obligation to take care with due diligence of the goods delivered under the said reservation of property and to insure the goods adequately against fire, damage and theft.

8.4 If the Customer fails in his duties to fulfil his obligations arising from the agreement entered into with MIXED, or if MIXED has valid reasons to fear that the Customer will fall short of them, then MIXED is entitled – besides the other rights stipulated in this agreement – to take back the goods delivered to the Customer. This right can be executed more precisely – but not only – if attachment of property is pronounced against the Customer, if the Customer applies for a moratorium of payment, if the bankruptcy of the Customer is filed or pronounced, or if the Customer enters into settlement agreement with one of his creditors. MIXED will have the right, after having informed the Customer of same, to have access to their goods on working days between 8 am and 6 pm, and for urgent reasons, also outside these days and at other hours. The Customer will give MIXED all possible collaboration to ensure them to exercise this reservation of property as defined in this section by taking back the delivered goods, including the possible necessary dismantling of these. In so far as necessary, the Customer authorises MIXED irrevocably to exercise their right of retaking.

8.5 The Customer is liable v-a-v MIXED for all damage that occurs to the goods before the transfer of ownership has taken place as meant in section 1. Annulment and take-back rights do not hamper the rights of MIXED for indemnification damage and loss. In such cases, each claim by MIXED against the Customer will be asserted immediately and in full.

8.6 By entering into an agreement with MIXED, the Customer lays an immediate and tacit pawn on all goods to be delivered by MIXED to the Customer, this as surety for the payment by the Customer to MIXED of all claims, of whatever origin, of MIXED against the Customer.

ARTICLE 9 GUARANTEE

9.1 Undiminished the limitations as stated for that matter in this agreement, MIXED guarantees both the soundness of the goods delivered by them as well as the quality of the used / delivered material. The guarantee covers twelve months after delivery. When it concerns hidden faults that were not visible at inspection, the Customer must prove that these faults occurred during the guarantee period, and that they are exclusively or mainly a direct result of an incorrectness in the construction used by MIXED or as a result of poor finishing or the use of unsound material.

9.2 The faults covered by the guarantee meant under section 1 will be rectified by MIXED by repair of by replacement of the faulty part, either or not at MIXED, or by the sending of a spare part, the choice always at the discretion of MIXED. All costs above the sole duty as described in the previous sentence, such as, but not limited to, trans-

port costs, travel and accommodation expense, and also the costs for dismantling and assembly, are for the account of the Customer.

9.3 The guarantee does not apply on faults originated by:

- the non-compliance with operation and maintenance stipulations, use other than the foreseen normal use;
- normal wear and tear;
- faulty or poor mounting, installation or repair by the Customer or by third parties;
- the application of whatever governmental stipulation concerning the nature or the quality of the materials applied;
- materials or goods that are supplied by the Customer to MIXED or have been presented for processing;
- materials, goods, procedures, and constructions in so far applied at the explicit instructions of the Customer;
- parts purchased by MIXED from third parties, in so far they did not provide guarantee to MIXED;
- dismantling, repair, or other works on the product by the Customer without prior agreement in writing from MIXED.

9.4 If the Customer does not, not as it should, or not in time observe any duty that he has under the agreement entered into with MIXED or under a related agreement, then MIXED is not bound to any guarantee under neither of these agreements.

9.5 Complaints concerning deficiencies must be reported as soon as possible in writing, but at the latest fourteen days after they have been discovered within the guarantee period. On transgression of these terms, any complaint, from whatever origin, against MIXED concerning these deficiencies will have lapsed. Legal procedures concerning same must be filed within two months after the timely complaint under punishment of lapsing.

9.6 Complaints do not give the Customer the right to suspend his payments, and credit-calculation is explicitly excluded. Complaints concerning a part of the order do not entitle the Customer to rejection or refusal of the whole order.

9.7 If MIXED changes, to comply with their guarantee, parts or products, the changed parts or products become the property of MIXED.

9.8 Concerning the repair or revision works or other services carried out by MIXED, guarantee is only given, except when agreed otherwise, on the soundness of the execution of the works involved. This guarantee covers six months. The guarantee here meant only involves the duty by MIXED to redo the works involved in case they prove to be faulty. The second sentence of section 2 of this article then applies accordingly.

9.9 Concerning inspections carried out by MIXED, advice and more such acts, no guarantee is given.

9.10 The alleged non-compliance by MIXED with their guarantee stipulations does not release the Customer from any of his duties under the agreement that he entered into with MIXED.

ARTICLE 10 LIABILITY

10.1 The liability of MIXED is limited to the observance of the guaran-

tee stipulations as described in article 9 of this agreement.

10.2 If MIXED, without having executed the mounting, does give assistance and help of whatever nature for this mounting, then this is done at the risk of the Customer.

10.3 MIXED is not liable for damage inflicted to the Customer and / or to third parties or auxiliaries used by MIXED during the execution of the agreement, except when deliberate action or serious fault can be called upon.

10.4 MIXED is v-a-v the Customer never liable for result damage at third parties, except when deliberate action or serious fault can be called upon from the side of MIXED.

10.5 MIXED is not responsible for damage suffered by the Customer and / or by third parties that is caused directly or indirectly by the product itself, except for these liabilities that cannot be excluded on legal grounds.

10.6 The liability of MIXED is in any case limited to the invoice value of the goods that caused Customer to suffered damage.

10.7 Advice and data concerning the goods to be delivered together with instructions for the use of same are offered by MIXED to the best of their abilities. MIXED does not accept any responsibility concerning the correctness of her advice, data, and instructions for use.

10.8 In case of manufacturing of goods using drawings, models, samples or other indications, in the broadest sense, received from the Customer or from third parties, then the Customer accepts full liability and safeguards MIXED that manufacturing and/or delivery of these products does not mean any infringement upon brand, patent, use or trade model or any other right of third parties.

10.9 MIXED is not liable for the damage to or the loss of goods from the Customer and / or third parties that might have been entrusted to them in the framework of the preparation or the execution, except in case when deliberate action or serious fault from the side of MIXED can be called upon.

10.10 The Customer safeguards MIXED as well as its staff and assistants against claims from third parties for indemnification arising from damage against the Customer on the ground of liability or for whatever other reason.

ARTICLE 11 FORE MAJEURE

11.1 If MIXED as a result of force majeure cannot or can only with difficulties fulfil their duties v-a-v the Customer, they are entitled to annul without legal intervention the agreement with the Customer in total or partly, or to suspend the execution of same in full or partially, without being due any indemnification. In case of partial fulfilment by MIXED, the Customer shall be due an equivalent part of the total price.

11.2 Under force majeure is understood: limiting governmental measures of whatever nature, epidemics, mobilisation, war, revolution, strike, sit-in strike, illness of personnel, company disturbances, seizure, fire, exceptional weather conditions, failures to machines, transport problems, lack of raw materials, semi manufactured products, materials, auxiliaries and / or energy, natural disasters, full or

partial failure of a third party from whom goods or services must be received, and further any circumstance that MIXED could in fairness not prevent and whereupon MIXED has no influence.

11.3 In case of force majeure from the side of the Customer, MIXED has always the right to annul the agreement and, except observance by the Customer has become impossible indefinite, the right to suspend their duties v-a-v the Customer for the period of the shortcoming, without this entitling the Customer to any kind of indemnification.

ARTICLE 12 TERMINATION

12.1 If the Customer does not observe one or more of his duties arising from the agreement, the law, common use, or the demands of reasonability and fairness, and / or is declared bankrupt, demands moratorium of payment, goes into liquidation, and / or his assets are fully or partially seized, and / or in case of decease should the Customer be a natural person, then MIXED is entitled to terminate the agreement without prior notice or juridical intervention in full or partially.

12.2 In case the previous section occurs, MIXED has the right to cease further deliveries and demand immediate settlement for the already delivered goods and services.

Article 13 Industrial property

13.1 All drawings, illustrations, measurements and indications of weight, together with all other information supplied to the Customer in the framework of this agreement, remain the property of MIXED, under explicit reservation of the copyright, and models and patent rights, even when costs were charged for it.

13.2 Except for prior explicit consent in writing by MIXED, the Customer does not have the right to (have) copy(-ied) these documents or to allow perusal of same by third parties or to put them at their disposal.

ARTICLE 14 LAW AND CHOICE OF DOMICILE

14.1 Only Dutch Law applies to the legal relation between MIXED and the Customer.

14.2 Disputes are settled by the competent judge of the place where MIXED has chosen seat.

ARTICLE 15 CONVERSION

If any condition contained in these general terms and conditions becomes void or is destroyed, the remaining conditions of these general terms and conditions will remain in force in full and MIXED and Customer will consult each other in order to agree on a new condition for the replacement of the void or destroyed condition, whereby every effort will be made to take account of the purpose and intent of the original condition.