

GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

of the company Bonasca Import Export

(hereinafter: **SUPPLIER**) with its registered office in Urk, Boomkor 7 filed with the Chamber of Commerce under number 32156037

Article 1 – Generally

- 1.1 These General Terms and Conditions (hereinafter: Terms and Conditions) apply to all quotes, orders and/or agreements between **SUPPLIER** and Customers, relating to sale and delivery of products and/or performance of services and the execution of these. Deviations from or changes to these Terms and Conditions must be confirmed in writing by **SUPPLIER** and apply only to the particular quote/order/agreement.
- 1.2 As used below, "Customer" refers to any (legal) person to and for whom **SUPPLIER** supplies products and/or performs services, including his/its representatives, authorised agents, assignees and heirs.
- 1.3 Any general terms and conditions maintained by the Customer are not binding for **SUPPLIER**, unless **SUPPLIER** has stated in writing that it agrees to this.
- 1.4 If **SUPPLIER** has agreed in writing to the applicability of one or more deviating terms and conditions, these Terms and Conditions shall remain in full force for the rest.

Article 2 – Agreements and changes

- 2.1 An order placed by the Customer shall be regarded by **SUPPLIER** as an irrevocable offer.
- 2.2 **SUPPLIER** is only bound vis-à-vis the Customer with regard to an order placed with **SUPPLIER** if and as soon as that order is confirmed in writing by **SUPPLIER** within three (3) days after receipt of the delivery order or if **SUPPLIER** has started executing that order. With regard to the aforementioned confirmation, **SUPPLIER** expressly reserves the right to determine the delivery date at a later time.
- 2.3 After an order has been placed, changes in the execution of the order described by the Customer must be brought to **SUPPLIER**'s attention by the Customer in writing and in a timely manner. In respect of orders and/or changes in the execution thereof made orally or by telephone, the Customer bears the risk as to (proper) execution or not.
- 2.4 Changes in an order placed by the Customer, of whatever nature, which entail increased costs than what could be counted on with regard to the price quotation originally provided by **SUPPLIER** are at the Customer's expense. If such changes result in decreased costs, the Customer may not derive any right whatsoever from this with regard to lowering the purchase price. **SUPPLIER** may, however, at its own discretion decide that these changes will result in payment of a lower purchase price.
- 2.5 Changes made may result in **SUPPLIER** exceeding the delivery time indicated before the changes. This may not be invoked to **SUPPLIER**'s detriment.
- 2.6 Orders, order confirmations or other correspondence through e-mail and/or signed faxmessages are considered and accepted by both Parties to be legally binding.

Article 3 – Quotes and price quotations

- 3.1 All of **SUPPLIER**'s quotes are without obligation, unless the quote expressly states otherwise.
- 3.2 Descriptions and prices in quotes are made under reservation and represent only approximations. The Customer may not derive any right whatsoever from any mistakes in a quote.
- 3.3 **SUPPLIER**'s quotes are given on the basis of information and specifications provided by the Customer. Quotes are based on production and delivery within normal timeframes and under normal circumstances.
- 3.4 **SUPPLIER** is entitled to change the agreed price if changed market prices and/or price increases by suppliers or other developments, such as changes in raw material, material and labour costs, government measures, currency exchange rates, taxes, duties, levies etc., provide reason to do so. **SUPPLIER** shall inform the Customer of any price increase as soon as possible in writing. If the price increase occurs within three (3) months after the conclusion of an agreement and amounts to more than ten (10) % of the original price, the Customer is entitled to demand in writing, within ten (10) days after the written notice referred to in the previous sentence is sent, that the agreement be rescinded; if this does not occur, the Customer shall be deemed to agree to the price increase.

Article 4 – Delivery

- 4.1 Notwithstanding Article 2.2, the delivery date shall be determined by **SUPPLIER** and the Customer jointly. If **SUPPLIER** states a delivery timeframe, this shall only represent an approximation and shall not constitute a guarantee.
- 4.2 **SUPPLIER** shall not be in default by only exceeding the delivery timeframe. If a delay occurs, for whatever reason, the delivery time shall be extended by the length of that delay.
- 4.3 Unless otherwise agreed in writing and not contrary to the provisions in Article 6 of these Terms and Conditions, products shall be considered delivered to the Customer in a legal sense from the time that these are ready to be sent by **SUPPLIER** and the Customer is informed of this in writing (Ex works, Incoterms 2000).
- 4.4 Products are transported at Customer's expenses and risk, unless otherwise agreed in writing. The Customer is obliged to take receipt of the products on the date announced. If this obligation is not met, **SUPPLIER** shall store the products in its warehouse or elsewhere (or have them stored there). The Customer shall be responsible for the costs associated with such storage.
- 4.5 **SUPPLIER** is entitled to deliver products in parts. Each partial delivery, including the delivery of products for a combined order, may be invoiced separately. In such a case, payment must be made in accordance with Article 5 of these Terms and Conditions.

Article 5 – Payment

- 5.1 The Customer must pay **SUPPLIER** within twenty-one (21) days after the invoice date, unless otherwise agreed in writing and confirmed in the order confirmation as mentioned in article 2.2.
- 5.2 The Customer hereby waives its set-off rights and rights to suspend performance.
- 5.3 **SUPPLIER** shall ensure timely invoicing. Sub-invoicing is possible at all times, unless this has been excluded in writing.
- 5.4 In the event the time period of twenty-one (21) days referred to in Article 5.1 of these Terms and Conditions is exceeded, the Customer – without prejudice to **SUPPLIER**'s other rights – shall owe monthly interest of two (2) % on the invoice amount (portion still owed) as from the date that the payment time period was exceeded until the time of complete payment of the invoice amount. **SUPPLIER** shall then be entitled to demand immediate payment of all invoices not yet paid and to suspend further deliveries until the time the entire invoice amount is paid, or sufficient security has been provided in that regard.
- 5.5 All judicial and extra judicial costs which **SUPPLIER** incurs as a result of the Customer not meeting his/its payment obligations shall be borne by the Customer and shall be calculated in accordance with the rates of the Netherlands Bar Association.
- 5.6 Payments made by the Customer are always applied first to pay all costs owed and interest due and then to pay the oldest invoice which is due and payable, even if the Customer states that the payment relates to a later invoice.

Article 6 – Retention of ownership

- 6.1 Notwithstanding any delivery and the transfer of the risk, the delivered products remain the property of **SUPPLIER** until the Customer has completely met all his/its payment obligations under the agreement in question.
- 6.2 As long as full payment has not occurred, the Customer is not entitled to pledge the products to third parties, other than in connection with his/its normal business operations, or otherwise encumber them or fully or partly dispose of them to third parties. The Customer undertakes to cooperate – upon **SUPPLIER**'s first request – in a pledge on behalf of **SUPPLIER** regarding payment obligations towards the Customer, that arise or will arise from the resale of products by the Customer.
- 6.3 The Customer does not have any right of retention with regard to any storage costs incurred by him/it, nor is the Customer entitled to set these costs off against what he/it owes to **SUPPLIER**. The Customer undertakes to treat and keep the products, which have been delivered under retention of ownership, with due care and in a way that they can be identified and recognised as the property of **SUPPLIER**.
- 6.4 If the Customer remains in default after a written demand by **SUPPLIER** with respect to any payment obligation in respect of products already delivered, **SUPPLIER** shall be entitled to remove the products delivered (or have them removed) from the Customer or his/its holders. The Customer hereby irrevocably grants permission to **SUPPLIER** to enter the places where the items are located. The Customer shall be responsible for the costs associated with such retrieval of the products.
- 6.5 The conditions as laid down in article 6.1 until 6.5 leave other rights of **SUPPLIER** unimpeded.
- 6.6 If the Customer is seated in Germany, the retention of ownership will be governed – in stead of article 6.1 until 6.5 – by the following conditions in article 6.7 until 6.13.
- 6.7 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die LIEFERANT aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumsverwerbs für Lieferant her und verwahrt sie für LIEFERANT. Hieraus erwachsen ihm keine Ansprüche gegen LIEFERANT.
- 6.8 Vorbehaltsware mit Waren anderen Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerbt LIEFERANT zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumsverwerbs des Abnehmers – Miteigentum an der neuen Sache, wobei LIEFERANT'S Miteigentumsanteil dem Verhältnis des Rechnungswertes LIEFERANT'S Vorbehaltsware zu dem Gesamtrechnungswert aller mitarbeiteten Vorbehaltswaren.
- 6.9 Der Abnehmer tritt jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen der LIEFERANT mit sämtliche Nebenrechten im Umfang der Eigentumsanteil der LIEFERANT zur Sicherung an uns ab.
- 6.10 Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung dem LIEFERANT für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an LIEFERANT ordnungsgemäß nachkommt, darf er über die in der Eigentum der LIEFERANT stehende Ware im ordentlichen Geschäftsgang verfügen und die an LIEFERANT abgetretenen Forderungen selbst einziehen.
- 6.11 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist LIEFERANT berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.
- 6.12 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

- 6.13 Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.
- 6.14 German Law will be applicable to the conditions of retention of ownership as laid down in article 6.7 until 6.13 above.

Article 7 – Customer obligations

- 7.1 The Customer shall ensure that **SUPPLIER** shall have at its disposal in a timely manner all information which is necessary to execute the agreement, such as the specifications applicable to the agreement in question.
- 7.2 If the start or progress of the execution of the agreement is delayed by factors which are attributable to the Customer, the Customer shall bear responsibility for the ensuing damage and costs for **SUPPLIER**.

Article 8 – Engaging third parties

- 8.1 **SUPPLIER** is entitled to engage third parties to execute an agreement at the Customer's expense, if there is reason to do so in **SUPPLIER**'s judgement or this ensues from the agreement.
- 8.2 The Customer guarantees the quality of the products and services of the third parties engaged by the Customer.

Article 9 – Complaints

- 9.1 Immediately after receiving the delivered products, the Customer is obliged to examine whether the products are in accordance with the agreement. If, in the Customer's judgement, the delivered products are not in accordance with the agreement, the Customer must make a written objection, stating reasons, within ten (10) days after receipt of the products (a period of twenty-four (24) hours is applicable to fresh products). In the event the basis for the objection could not have reasonably been discovered within this time period, a time period of ten (10) days after that basis could reasonably have been discovered shall apply (a period of twenty-four (24) hours is applicable to fresh products). Notwithstanding the foregoing, **SUPPLIER** shall not in any case accept objections, which are made after a period of one (1) month, after **SUPPLIER** has sent the products.
- 9.2 If, with due observance of the provisions of Article 11.1, **SUPPLIER** determines that the objection is well founded, **SUPPLIER** shall only be required to repair at no cost or replace the (parts of the) products to which the objections relate, or to compensate the Customer, such as **SUPPLIER**'s option.

Article 10 – Return of delivered products

- 10.1 Products sent by **SUPPLIER** to the Customer may only be returned to **SUPPLIER** after written permission from **SUPPLIER** and under conditions to be set by **SUPPLIER**.
- 10.2 The Customer shall bear the costs of returning the products sent by **SUPPLIER** to the Customer, with the exception of the costs of returning products as to which it has been established for **SUPPLIER** that these products contain mistakes and/or defects falling under the guarantee or for which **SUPPLIER** is liable

Article 11 – Guarantee

- 11.1 During a period of one (1) month after delivery, **SUPPLIER** gives a guarantee on all products, which were delivered by **SUPPLIER** itself. Defects falling under the guarantee shall be eliminated by **SUPPLIER** through replacement of the defective product(s) (or relevant parts) or crediting the purchase price of the part concerned, such as **SUPPLIER**'s option.
- 11.2 **SUPPLIER** is not required to comply with any guarantee obligation if, at the time the Customer invokes the guarantee, the Customer has not fully, properly or timely fulfilled any obligation vis-à-vis **SUPPLIER**.
- 11.3 Any guarantee shall expire if the Customer itself performs changes or repairs with respect to the products, or has these performed, if the products are used for purposes which are not common for businesses, or has acted or performed maintenance in a careless or injudicious manner.

Article 12 – Liability

- 12.1 **SUPPLIER**'s liability is limited to performance of the guarantee obligations described in Article 11 of these Terms and Conditions. Any more extensive or other liability for incorrect performance or other breaches of contract by **SUPPLIER** or for damage to the Customer or third parties, on whatever basis (except in the case of intentional acts or gross negligence), is expressly excluded.
- 12.2 The Customer is obliged to indemnify and compensate **SUPPLIER** with respect to all claims of third parties, engaged by the Customer, against **SUPPLIER** for compensation in regard to the execution of the agreement, unless there were intentional acts or gross negligence by **SUPPLIER**. Further, the Customer is obliged to indemnify and compensate **SUPPLIER** with respect to all claims of third parties, engaged by the Customer, relating to or ensuing from the Customer's use of the products delivered or services performed by **SUPPLIER**.
- 12.3 Any **SUPPLIER** employees against whom liability is asserted may invoke the provisions of this Article as if they were a party to the agreement between **SUPPLIER** and the Customer.

Article 13 – Intellectual and industrial property rights

- 13.1 **SUPPLIER** retains all intellectual and industrial property rights with respect to quotes made by it, as well as with respect to drawings, software, descriptions, models and the like produced or provided by it, as well as with respect to all information contained in or forming the basis for these.
- 13.2 The Customer guarantees that the items referred to in Article 13.1 shall not be reproduced, disclosed, stored or otherwise used, except as necessary to execute the agreement and with **SUPPLIER**'s written permission.
- 13.3 All designations, logos, labels and the like, whether protected by intellectual or industrial property rights or not, which are found on, in or at the products delivered by **SUPPLIER**, may not be changed by the Customer, removed from the products, copied or used for other products, except with **SUPPLIER**'s permission.

Article 14 – Provision of security

- 14.1 If there is reason for **SUPPLIER** to suspect that the Customer will not be able to perform his/its obligations under the agreement, then the Customer shall be obliged at **SUPPLIER**'s first request to provide sufficient security for the performance of all his/its obligations in respect of the agreements performed or still to be performed in whole or in part by **SUPPLIER**, in a manner to be indicated by **SUPPLIER**.

Article 15 – Suspension, rescission, force majeure

- 15.1 If the Customer in any way commits a breach of contract vis-à-vis **SUPPLIER** in respect of the performance of any obligation, as well as in the event of a request for suspension of payments, (temporary) suspension of payments, bankruptcy/involuntary liquidation petition, declaration or claim, bankruptcy/involuntary liquidation, liquidation or cessation of (part of) the business of the Other Party, **SUPPLIER** shall, without prejudice to the other rights which it has and without any obligation to pay compensation, be entitled, without a notice of default or judicial intervention that:
 - to suspend the execution of the agreement until payment of all that which the Customer owes to **SUPPLIER** has been sufficiently secured; and/or
 - to suspend all of its own potential payment obligations; and/or
 - to rescind in whole or in part every agreement with the Customer; all of this without prejudice to the Customer's obligation to pay for products already delivered and/or services already performed, and without affecting **SUPPLIER**'s other rights, including its rights to compensation.
- 15.2 In the event **SUPPLIER** is impeded from executing the agreement due to force majeure, **SUPPLIER** shall be entitled to suspend the execution of the agreement without judicial intervention or to rescind the agreement in whole or in part, without being obliged to pay any compensation.
- 15.3 There is an instance of force majeure in the case of a circumstance beyond **SUPPLIER**'s control which results in performance of the agreement being permanently or temporarily impeded, as well as, insofar as not already included in this, the case of war, threat of war, civil war, riots, strikes, fire and every other disruption in the business of **SUPPLIER** or its suppliers. There is also an instance of force majeure if a supplier from whom **SUPPLIER** purchases products with regard to the execution of the agreement with the Customer remains in default as to timely and/or proper delivery.

Article 16 – Transfer of rights and obligations

- 16.1 The Customer may not transfer his/its rights and/or obligations ensuing from any agreement with **SUPPLIER** to third parties, or allow these to serve as security for third-party claims, without **SUPPLIER**'s written permission.

Article 17 – Applicable law, competent court

- 17.1 Dutch law governs these Terms and Conditions, as well as the legal relationships between **SUPPLIER** and the Customer, apart from the articles 6.7 until 6.13 of these Terms and Conditions, which are governed by German Law.
- 17.2 Insofar as the law does not mandatory provide otherwise, the District Court in Amsterdam shall have exclusive jurisdiction in the first instance to hear disputes which may arise in connection with (the execution of) any agreement between **SUPPLIER** and the Customer, as well as disputes concerning (any and all articles of) these Terms and Conditions, also with regard to obtaining provisional relief. Regarding disputes between **SUPPLIER** and a Customer seated in Germany, also the competent Court in Germany will have jurisdiction.

Article 18 – Dutch text prevails

- 18.1 In the event of a conflict between a translation and the Dutch version of these General Terms and Conditions, the Dutch version shall prevail, apart from the articles 6.7 until 6.13 of the Terms and Conditions of which the German text will prevail.

Article 19 – Filing

- 19.1 These Terms and Conditions have been filed with the Chamber of Commerce under number 32156037