

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

1. General

1.1 In these terms and conditions, the "Seller" means the company of Dholandia group mentioned on the invoice. The "Customer" means any natural person or any legal entity that enters into an agreement or places an order with the Seller.

1.2 These terms and conditions apply to all offers from, agreements with and deliveries from the Seller, and constitute an integral part of the agreement. Variations on these terms and conditions are only possible if the Seller has expressly accepted them in writing.

1.3 Each order placed by the Customer entails acceptance by the Customer of the present terms and conditions.

1.4 The Seller expressly excludes the applicability of any general terms and conditions of the Customer, whenever and in whatever form they are communicated, even if they determine the opposite and even if they have been provided at a later date.

1.5 If any of the clauses of the terms and conditions should be determined to be illegal, void, invalid and/or otherwise unenforceable, in whole or in part, this shall in no way affect the validity of the other clauses. In that event, the illegal, invalid or non-enforceable clause or part thereof is automatically replaced with the legal, valid and enforceable clause that is the closest to the original clause or part thereof as regards content, bearing and intention.

2. Orders and offers

2.1 Any offers, quotations and price lists of the Seller are without any obligation, unless expressly agreed otherwise.

2.2 Leaflets, catalogues, plans, product design or descriptions do not bind the Seller, unless expressly agreed that they constitute a part of the agreement.

2.3 An agreement is only concluded at the moment the Seller sends his explicit and written confirmation to the Customer. Later modifications are only binding if expressly agreed upon by the Seller in writing.

2.4 The cancellation of an order is only possible if expressly accepted by the Seller.

2.5 Should the Customer cancel an order, an indemnity of 40% of the value of the non-delivered goods is due, without prior notice, and without prejudice to any other remedy available to the Seller.

2.6 If the goods are made, supplied or repaired to the Customer's own specifications, pattern or instructions, the Customer represents and warrants that the specifications are suitable and fit for intended purposes and do not violate any patent, trademark, registered copyright, or other proprietary right.

3. Prices

3.1 The price of the goods shall be the price as specified in the confirmation of the order.

3.2 Previous offers are deemed to have been revoked when a new offer is made.

3.3 All prices are net prices, without VAT.

3.4 Deliveries by the Seller shall be realized EXW (Incoterms 2010), Seller's place of business.

4. Delivery

4.1 The Seller shall act in good faith to meet his obligations in a full and timely manner.

4.2 All delivery dates are approximate and are not guaranteed. Late delivery will not entitle the Customer to any form of compensation, nor to terminate the agreement.

5. Payment

5.1 Payment must be made no later than the due date of the invoice, unless expressly agreed otherwise. Complaints or objections do not suspend the obligation to pay.

5.2 If payment has not been made on the due date as specified in Article 5.1, the Seller shall, without prior notice, and without prejudice to any other right or remedy available to the Seller, including the right to terminate in accordance with Article 11, be entitled to (i) claim late interests on any unpaid invoice at the rate of 12% per annum and such interest shall be due from the due date of payment until the date of full payment; and (ii) suspend performance or any further deliveries to the Customer, whether under the same agreement or under any other agreement between the Customer and the Seller.

5.3 Furthermore, if payment has not been made on the due date as specified in Article 5.1, the amount due will be increased by 15%, with a minimum of EUR 40 by way of damages, without prejudice to the right of the Seller to claim additional damages if the actual damages exceed this amount.

5.4 An invoice is deemed to have been accepted by the Customer, unless the Customer challenged the contents of the invoice in writing within 5 working days of the invoice date.

5.5 Immediate payment means payment whereby the sums due are received on the Seller's bank account within 15 days of the invoice date. Immediate payment does not entitle the Customer to any deductions from the invoice, unless agreed in writing on the invoice. Any discount expressly agreed upon for immediate payment will solely be settled by a credit note from the Seller.

5.6 Payment obligations can never be affected by force majeure.

6. Ownership and risk

6.1 Title to the goods shall only pass from the Seller to the Customer upon full payment of the goods (including any interests and costs).

6.2 The Customer commits not to dispose of the goods that are subject to retention of title, nor to convert such goods or to encumber them with any (security) right in rem.

6.3 The risk of loss or of damage to the goods or any part thereof shall pass to the Customer upon delivery.

7. Warranties and complaints

7.1 The Customer shall strictly comply with the Seller's fitting, safety and handling instructions (including but not limited to loading instructions, maximum weight, maintenance and assembly instructions) and may not make any alterations to the goods without the written permission of the Seller.

7.2 The Seller shall in no event be liable in case of use of the goods that is not in accordance with their intended use or with the Seller's safety and handling instructions or fitted according to the fitting instructions.

7.3 The Customer must examine the goods upon delivery and verify that they are in satisfactory condition. Defects in parts of the delivery do not entitle the Customer to refuse the whole delivery. A complaint regarding a non-conformity or visible defect that could be stated at first sight shall only be valid if:

(i) it is notified in writing by the Customer to the Seller within 5 working days from delivery and in any case before using the goods;

(ii) it sets out a precise and detailed explanation of the non-conformity or defect.

7.4 Except in case of fraud or willful misconduct, the Seller shall only be liable for a period of 12 months as from delivery for hidden defects or hidden lacks of conformity. Complaints with respect to hidden defects or hidden lacks of conformity must be notified to the Seller in writing within a period of 5 working days from the date the Customer discovers or ought to have discovered the defect and in any case within the warranty term. The Customer will have no rights against the Seller for hidden defects or hidden lacks of conformity in used goods.

7.5 The Seller may require the Customer to return the disputed goods or to make them available to the Seller. The return of the goods shall take place at the Customer's risk and costs.

7.6 If a complaint that was notified in time is considered well-founded, the Seller shall, at his option, either:

(i) replace the defective goods;

(ii) repair the defective goods.

If the Seller decides to replace or repair the defective goods, this will exclude any other liability with respect to any other damages.

8. Liability of the Seller

8.1 Except in case of fraud or willful misconduct, the Seller shall in no way be liable to the Customer whether in tort, in contract or otherwise for own acts or omissions and those of subcontractors, agents or employees for any indirect, incidental, consequential, special, exemplary or punitive damages, including but not limited to loss of revenue, loss of profit or loss of time.

8.2 The Seller shall in no way be liable when the damage is both caused by a defect in the product and by the fault of the injured person or any person for whom the injured person is responsible.

8.3 Except in case of fraud or willful misconduct, the amount of compensation for which the Seller can be held liable shall not exceed the price of the goods of the agreement concerned (without VAT).

9. Resale and indemnification

9.1 The Customer assumes all risk and liability for the resale of goods. The Seller is not liable in any way whatsoever with regard to goods resold unless the Customer proves that the damage was caused by willful misconduct or fraud of the Seller.

9.2 The Customer that resells the goods is prohibited from making any alterations to the goods without the written permission of the Seller.

9.3 The Customer that resells the goods is solely responsible for compliance with regulatory requirements of the country to which it exports the goods and is obliged to strictly comply with any applicable safety provisions, standard and regulations.

9.4 In the event of a third party claim for goods resold by a Customer against the Seller on any legal basis, including product liability for goods resold by the Customer or on hidden defects in goods resold by the Customer or on a deficiency in instructions, information or in warnings relating to goods resold by the Customer, the Customer shall defend, indemnify and hold the Seller harmless, if so requested by the Seller, from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not the relevant claim has merit.

9.5 The Seller shall promptly notify the Customer of any claim for which indemnification is sought. Failure to give such notice shall not relieve the Customer of his obligations to indemnify except to the extent that the Customer is materially prejudiced by such failure. The Customer will also provide the Seller, free of charge, with all the information, documents and other evidence or materials which could be necessary for the defense against any such claim.

10. Force majeure

10.1 In the event of force majeure, the Seller has the right to suspend performance or, if the ground of relief subsists for more than 1 month, to terminate the agreement fully or partially without judicial intervention and without the Customer being able to exercise any right to compensation for failure to perform. The Seller shall, as soon as practicable, give notice to the Customer of such impediment.

10.2 Force majeure means any event that could not be reasonably foreseen at the time of conclusion of the agreement and that is beyond the reasonable control of the Seller and that impedes performance or makes performance unreasonably onerous and that could not reasonably be avoided (including, but not limited to, any act of God, act of the Customer, total or partial strike, lock-out, accident, war, mobilization, seizure, failure to obtain permits, fire, embargo or other governmental act, riot, act of terrorism, delay in transportation, shortage of labor, raw materials, production or transportation facilities, labor difficulties involving employees, subcontractors or suppliers of the Seller or others, or other contingencies of manufacture or shipment).

11. Termination

11.1 Without prejudice to any other remedies available to the Seller, the Seller shall be authorized to terminate any and all agreements with the Customer, wholly or partially, if the Customer is in default and fails to remedy such default within 5 working days of the written notice of default. Such early termination shall enter into effect immediately or on the date determined by the Seller.

11.2 In the event of termination in accordance with Article 11.1, the Seller may further, at his option, choose to recover the delivered goods. The full invoiced price remains due, less the value of the delivered goods, plus all costs suffered or to be suffered by the Seller as a result of recovering the goods and without prejudice to Article 5.2 and 5.3.

11.3 In the event of termination in accordance with Article 11.1, the Seller may further recover any other damages or costs from the Customer, such as loss of profits or other general or indirect damages.

12. Proprietary rights and confidentiality

12.1 Any sketches, proposals, models or samples, technical documents or other information furnished by Seller are intended for confidential use by the Customer, shall remain the property of the Seller and shall not be disclosed or used by the Customer for any purpose other than operation and maintenance of the goods, without the express written consent of the Seller. The sale of goods and/or the provision of services to the Customer in no ways conveys to the Customer any right to use any intellectual property of the Seller.

12.2 The Customer shall, upon request, return all documents received and copies made to the Seller.

12.3 The rights and obligations of both parties under this Article shall survive the expiration or early termination of the agreement for a period of 10 years.

13. Services

13.1 Except for Article 2.5, Article 3.1, Article 6, Article 7.3 to 7.6 and Article 11.2, these terms and conditions also apply in case the Seller provides repair or maintenance services.

13.2 The price of the services will be determined according to Seller's time and material rates at the time of performance of the service.

13.3 The Seller warrants that the services will be performed in a professional manner and with the care and skill of a reasonable service provider. The Seller disclaims all other warranties regarding the services and is under no obligation to reach a specific result.

13.4 All services will be deemed to be accepted unless the Customer notifies the Seller within 5 working days after performance that the services do not conform to the mentioned warranty.

13.5 Except in case of fraud or willful misconduct, Seller's sole liability for breach of warranty in case of provision of services is re-performance of the services within a reasonable time.

14. Disputes

14.1 All agreements concluded with the Seller are governed by the law of the Seller's place of business, excluding its conflict of law rules, excluding the United Nations Convention for the International Sale of Goods and excluding the Convention on the Limitation Period in the International Sale of Goods.

14.2 The competent courts of the Seller's place of business have exclusive jurisdiction regarding all disputes that may arise as a result of any agreement between the Seller and the Customer that cannot be settled amicably.