

GENERAL DELIVERY AND PAYMENT TERMS

FLAMBLOCKER INTERNATIONAL BV AT HEERHUGOWAARD

Article 1. Applicability

1. These general conditions apply to all our offers and to all agreements entered into by us, however named. In particular, these conditions also apply to agreements entered into by us to deliver goods to our buyers.

2. What these terms and conditions refer to as "buyer" shall be taken to mean any natural or legal person who, to us is in a contractual relationship under a sales contract concluded with us, or wishes to enter into a different type of contract.

In particular, "buyer" also means the person whose order and for whose account goods are delivered.

3. The provisions of these general terms and conditions can only and only be deviated from if and in so far as this has explicitly been agreed in writing.

4. If the buyer also refers to (his) general terms and conditions, the buyer's terms and conditions do not apply. This is only different if and insofar as the applicability of the terms and conditions of the buyer does not conflict with our general conditions, then only it applies in our conditions. Any other stipulation in the terms and conditions of the buyer does not alter the foregoing.

5. Where these terms and conditions refer to "delivery (of goods)", this also includes the provision of services and activities of any nature whatsoever.

Article 2. Offers

1. All our offers must be regarded as invitations to the potential buyer to make an offer. They therefore do not bind us in any way, unless explicitly and unambiguously (in writing) the contrary has been stipulated in the quotation itself. The order given to us is considered an offer, which will only be deemed to have been accepted by us after written confirmation from us (the order confirmation).

2. Part of the offers made by us also include the provisions of the previous paragraph - designs, drawings, models, samples, descriptions, illustrations and the like, as well as any attachments and documents relating to our offers. .

Article 3. Establishment agreement

1. An agreement with us is only established when we have accepted an order given to us in writing. An agreement is deemed to have come into being at the moment we send the order confirmation.

2. The buyer is bound to his order, in whatever form, to us for a period of 14 days after the date of the order or (if it concerns an oral order) after giving the order. A statement from the buyer that he wishes to place his order

Cancel or change issued during this period of 14 days, can not therefore prevent an agreement on the basis of the (original) order, if we still accept / confirm the order within this period of 14 days.

3. The order confirmation sent by us to the buyer by an invoice is deemed to fully and accurately reflect the contents of the contract. The buyer is deemed to agree with the content of our Order

Confirmation / invoice, unless he notifies us in writing within 14 days of the date of our Order Confirmation / invoice that he can not join the contents.

4. Any additional agreements and / or commitments made and / or made by our employees, or made on our behalf and / or done by other persons acting as representatives, are only binding on us if these agreements and / or commitments are made by our authorized representative (s)

Article 4. Prices

1. Our prices are exclusive of turnover tax and unless expressly agreed otherwise in writing, excluding packaging, transport costs and other costs.
2. The prices stated in quotations, invoices are based on the cost factors applicable at the time of the conclusion of the agreement, such as exchange rates, producer prices, raw material and material prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies.
3. We reserve the right, if after the date on which the agreement was concluded, but before the day of delivery, increases in one or more of the cost factors, to charge these increases to the buyer. We also have the right to declare the agreement fully or partially dissolved in such a case without the need for legal intervention.

Article 5. Delivery and delivery terms

1. The delivery times specified by us start on the day on which the agreement / invoice has been concluded, provided that all the information we need for the execution of the order are in our possession. The delivery times specified by us will never be regarded as a deadline, unless expressly agreed otherwise in the individual agreement.

In case of late delivery, we must therefore be given notice of default in writing. In case - contrary to the above - in the individual agreement expressly agreed a fine on exceeding the delivery time, it is not due if the exceeding of the delivery time is the result of the cases of force majeure mentioned in article 10 of these general conditions.

2. Unless the order confirmation shows the contrary, the delivery of goods will take place ex-works / depot. The items will also travel for the account and risk of the buyers. Foreign buyers we deliver, unless otherwise agreed, ex warehouse. Furthermore, the goods travel for the account and risk of the buyers.
3. Unless buyers themselves take care of the forwarder, the goods will be sent by us in the way we deem favorable with forwarding agents chosen by us at the expense and risk of the buyer.
4. If a buyer requests delivery of goods in a manner other than usual, we may charge the purchaser for the associated costs.
5. If the delivery takes place in parts, we have the right to regard each delivery as a separate transaction confirmed in writing.
6. The buyer is obliged to purchase the purchased goods within the agreed time. In the absence thereof, we are entitled - at our discretion - on the basis of the provisions of article 6:60 Dutch Civil Code to demand that the competent court will deliver us from our obligation to deliver the agreed goods, or to pay without prior notice of default. to claim the purchase price of the unused portion. If the buyer does not fulfil his payment obligation, we are entitled to declare the contract dissolved without judicial intervention. If the buyer claims payment of the purchase price in accordance with

the above, the goods shall be deemed to have been delivered and we will store the goods at the expense and risk of the buyer, against payment of all resulting costs.

Article 6. Advertising by the buyer

1. The buyer guarantees the correctness and completeness of and is responsible for the information that he has provided us.

2. Complaints from the buyer, which relate to defects in goods that are visible at the latest, must be brought to our attention by the buyer within 14 days of delivery. This must be done by registered letter containing a clear and precise description of the complaint and stating the invoice with which the relevant items have been invoiced. Buyer must make a careful and timely check perform.

3. Defects which at the time of the delivery were not visible at the latest, or could not be detected through a careful and timely inspection, must be brought to the attention of the buyer within 14 days after the coming to light of these defects in the manner as mentioned in paragraph 2.

4. Any right of action of the buyer towards us relating to defects in the goods delivered by us shall lapse if:

the defects have not been brought to our attention within the terms of paragraphs 2 and 3 above and / or not in the manner specified therein;

b. the buyer does not provide us / insufficient cooperation with regard to an investigation into the merits of the complaints;

c. the buyer has not correctly drawn up, handled, used, stored or maintained the goods or he has used or handled the items under circumstances or for purposes other than those provided by us;

d. The application of the use of the goods with regard to which the complaints were expressed by the buyer will be continued;

e. the warranty period has expired or, if such a period is missing, the complaints are first expressed after a period of more than 12 months since the delivery period has expired.

5. In disputes concerning the quality of the goods delivered by us, a standing office known to us in a good name will make a binding decision.

Article 7. Liability

1. In case of advertising, if the merits of the complaint, the quality concerning, by us is determined, we are only held to consult with the manufacturer, who is liable for the quality from his guarantee obligations, and must come to a solution such as e.g. replacement article etc. Any liability towards Flamblocker International is explicitly excluded.

2. If the buyer has carried out / carried out repairs and / or modifications without prior, explicit and written permission, any warranty obligation will lapse from the manufacturer.

3. We are never obliged to pay any compensation to the buyer and others.

4. We are also never liable for consequential or consequential loss, direct or indirect damage, however named loss of profits and loss of standing included - suffered by the client, his subordinates and by or by him employees or third parties, by whole or partial (re) deliveries of goods, delayed or faulty delivery, or failure to deliver goods or the goods themselves.

5. The buyer is not entitled to return the items on which no motivated advertising exists. If this does happen without valid reasons, then all costs of return are at the expense of the buyer. In that case, we are free to store the items under third parties at the expense and risk of the buyer.

6. The buyer is obliged to indemnify us against all claims that third parties may have against us in connection with the performance of the agreement, insofar as the law does not prevent the claims and costs arising from these claims from being borne by the buyer.

Article 8. Retention of title and security

1. Goods delivered by us remain our property until the moment of full payment of all that the buyer owes us due to, related to or arising from the goods delivered by us. If we judge so, we have the right the buyer's security with regard to the fulfilment of his obligations.

2. The buyer does not have the right to pledge the unpaid goods on a non-possessory pledge or to establish any other business or personal right on behalf of a third party.

3. Without prejudice to the provisions in this article, the buyer is permitted to sell the goods to third parties, but only in the context of his normal business operations. In that case the buyer is obliged to transfer the proceeds to us without delay, or, if not sold against cash payment, to immediately transfer the acquired receivables to us.

4. If as a result of working or processing by the buyer our property right on the goods delivered by us has been lost, the buyer is obliged to immediately establish a non-possessory right of pledge on the goods arising after the processing or processing.

5. We are entitled at all times to take the goods that are under the buyer (or third parties), but belong to us, as soon as we can reasonably assume that there is a real chance that the buyer will not fulfil his obligations. will satisfy. The foregoing does not affect the rights as they result from the ordinary law: in particular, we also reserve the right to appeal to the buyer for damages after taking the goods from us.

6. The buyer is obliged to insure the risk of fire and theft with regard to the unpaid goods and to demonstrate this insurance at our request.

Article 9. Payment

1. Payment must be made in Euros, unless otherwise agreed, without any deduction or discount in cash at the location where we are located or by transfer to a bank or giro account designated by us, in both cases before the day of delivery of the relevant items. , unless expressly agreed otherwise in writing.

2. If the buyer does not make timely (complete) payment, he is in default without any further notice of default being required. In that case we have the right, if an insofar as there is sufficient consistency with the non-fulfilment of the buyer, the fulfilment of all our commitments to the buyer, without prejudice to all our rights arising from the ordinary law.

3. We are also entitled to demand cash payment for delivery of the goods or guarantee for timely payment for all deliveries still to be made. Furthermore, we will then be entitled to dissolve the agreement without legal intervention, in which case on the buyer the

obligation to return delivered goods, or the obligation to undo otherwise the performance provided by us, without prejudice to our right to compensation. If the buyer fails to pay in time, then he forfeits us or the seller's credit insurer, without the need for further notice from us, from the due

date until the day of full payment an interest equal to the statutory interest plus 4 % per year, calculated on the unpaid amount, which interest is due immediately without further notice of default.

All costs involved in the collection of invoiced amounts (including the extrajudicial collection costs) are borne by the debtor. The extrajudicial collection costs are at least 15% of the principal sum with a minimum of / 50, - everything excluding turnover tax. In addition, any adverse effects of exchange loss or otherwise late payment or non-payment shall be for the account of the buyer, even though the buyer would have fulfilled his payment obligations in due time according to the provisions existing in his country, but circumstances or measures outside his control have caused the transfer to take place in a way that is detrimental to us.

4. In accordance with article 6:44 of the Dutch Civil Code, payments shall first be deducted from the costs referred to in paragraph 3, then from the interest due and finally from the principal sum and the current interest.

5. If a significant deterioration occurs in the financial position of the buyer after the realization of the agreement, but before the delivery of the goods, we are entitled to refrain in whole or in part from further execution of the agreement, or a change of the payment terms.

6. Seller can transfer his claims from all transactions to a credit insurer of his choice.

Article 10. Force majeure

Force majeure means any circumstance beyond our control which is of such a nature that compliance with the agreement can not reasonably be required of us (non-attributable shortcomings in the performance). Force majeure also includes: war, riots and hostilities of any kind, blockade, boycott, natural disasters, epidemics, lack of raw materials, prevention and interruption of transport possibilities, disruptions in our company, import and export restrictions or prohibitions, obstacles by measures, laws or international, national and regional (government) bodies. If by force majeure we can not, not properly or timely fulfil our delivery obligation, we are entitled to consider the agreement or the not yet executed part as dissolved, or to suspend for a definite or indefinite period, at our discretion. In case of force majeure the buyer can not claim compensation.

Article 11. Applicable law

On the offers made by us and on all agreements entered into by us, only the Netherlands law is applicable.

Article 12. Dispute resolution

All disputes of whatever nature related to / arising from agreements entered into by us and deliveries made by us shall be tried by the competent judge in the Netherlands.

Flamblocker International bv at Heerhugowaard in the Netherlands