

General Terms and Conditions of Q-tronic B.V.

General

- 1.1 These Terms and Conditions cover all our offers, quotations, agreements and deliveries and services performed. We expressly reject any Conditions of purchaser or others, either on their letterhead, purchase and order forms, invoices etc. The acceptance of an offer, quotation, delivery or services performed or any other agreement with Q-tronic means that the purchaser accepts these conditions. Deviations to these general terms and conditions shall only apply insofar as they are expressly agreed to in writing in each individual case.

Offers and confirmations

- 2.1 All offers or quotations are made without obligation and do not bind Q-tronic except when and as far as Q-tronic has explicitly stated otherwise in writing or when the parties might have agreed otherwise in writing. We don't accept responsibility for any mistakes or faults in samples, drawings, weights, measurements, models, colours and/or any other data provided by us to the purchaser.
- 2.2 Agreements entered into by us are not binding, unless confirmed by us in writing. If no written confirmation of order has been provided, the agreement is realized when we, in whole or in part, fulfill the request for delivery of goods by the purchaser and/or when we send purchaser an invoice for the requested delivery.

Changes and cancellations

- 3.1 Changes to or cancellation of an agreement is only possible when agreed by us in writing. If purchaser wishes to change or cancel the agreement, he is liable for all damages, including lost profit.

Prices

- 4.1 All quoted prices are excluding VAT and excluding duties and other taxes.
- 4.2 All quoted prices are non-binding and dependant on price changes from our suppliers, exchange rates and/or any other factor which is price determining. We are entitled to increase our order prices accordingly if any such changes occur before the actual order has been confirmed.

Delivery and delivery time

- 5.1 Delivery of agreed goods is on ex works basis unless otherwise agreed in writing. For deliveries below a pre-determined order value, we are entitled to charge administrative costs.
- 5.2 Confirmed delivery times are by approximation only. Late delivery does not grant purchaser permission to cancel the order or to refuse delivery and/or payment of goods, nor does this oblige us to provide any compensation to the purchaser.
- 5.3 If goods have not been purchased within the agreed delivery time or period, goods are at the purchaser's disposal and will be stored at purchaser's cost and risk.

Transport and risk

- 6.1 All goods are transported at the purchasers risk. We determine the manner of packaging, transport and/or shipment. If, in case of force majeure, delivery of goods to the purchaser is not possible, we are entitled to store these goods at the cost and risk of the purchaser and to request payment for these goods as if they were delivered.

Claims

- 7.1 Claims regarding deliveries shall have no effect on any other agreement between the purchaser and us. Claims shall be issued directly to us, in writing, within 8 days after delivery of goods, or within 8 days after discovery of faults, if purchaser was not reasonably able to use or investigate the goods at the time of delivery. Claims should be made by an accurate, written statement of the nature and ground for the complaint and should be accompanied by the original packing list, invoice number(s) and necessary unused samples.

- 7.2 Any changes to and/or use of the goods by purchaser as well as giving a third party use of the goods, revokes any right to make a claim. If a claim is found to be legitimate, we are entitled to either replace, repair or refurbish faulty goods or to provide full credit for returned goods.
- 7.3 Purchaser is not entitled to return goods unless agreed by us in writing. If purchaser does return goods without our written permission, goods shall be stored at the cost and risk of the purchaser without any recognition of guarantee or claims by us.

Guarantee and liability

- 8.1 All new goods delivered are provided with a guarantee of 12 months after delivery date, unless otherwise agreed in writing. Faults in any goods supplied which fall under the guarantee will, exclusively at our decision, be rectified or the goods will be replaced if the faults, in our opinion, are attributable to construction faults or faults in or any shortcomings of the materials used, if we are notified in writing of such faults within the period mentioned in article 7. No guarantee is provided for consumables or for regular efficiency loss due to use of the goods.
- 8.2 If purchaser should repair, alter, or refurbish the goods without our express written consent and/or does not fulfill his payment obligations, the guarantee immediately lapses. Should we not fulfill guarantee, in whole or in part, purchaser is not entitled to refuse payment.
- 8.3 Regardless of all other articles we shall never be liable for any indirect damage, e.g. shut down, delay, disturbance or any other cause of damage caused by or through delivered goods, or for direct or indirect damage to persons and/or goods. Our liability, from whatever damage, will always be limited to payments that purchaser has made to us. Purchaser will release us from any liability by third parties caused by delivered goods.
- 8.4 Return of goods will only be accepted in agreement, and only when it is in original packaging and condition. In case of repair/return of goods will be charged 15% of the goods.

Ownership reservation

- 9.1 Without prejudice to the clauses of these conditions, all goods supplied by us remain our property until the moment the debt owed by purchaser has been settled in full. Before full settlement, purchaser is not entitled to sell goods to a third party nor otherwise bestow right of security. If purchaser breaches this clause, or if article 11 is relevant in whole or in part, we are entitled to take back all delivered goods, without any authorization of the purchaser or legal institution, where ever these goods may be. In this case, all debts of purchaser owed by us are instantly payable in full.

Payments

- 10.1 Unless otherwise agreed in writing, payment must be made 30 days after date of invoice, without any claim to discount or debt settlement. If payments are not made within the agreed timeframe, purchaser is liable without the need for a reminder, summons or default declaration and purchaser will automatically be charged interest which will be 2% higher than the official interest rate in the Netherlands.
- 10.2 We are entitled to charge the purchaser the full costs, legal and extra-legal, caused by non- or late payment. Extra-legal costs are payable when we enlist the help of a third party in collecting payments due. The costs will be charged according to the collection rules of the Dutch Lawyers Association (Nederlandse Orde van Advocaten).
- 10.3 If any doubt arises concerning the solvability of the purchaser, we are entitled to delay the delivery of goods, even if delivery has already started, until purchaser has fulfilled all obligations to us.

Right of retention

- 11.1 In case of non-observance by purchaser we will be entitled to terminate and/or dissolve the agreement without judicial intervention and without prejudice to the right to claim damages, to make use of the rights resulting from ownership retention and to take other (legal) steps, and without prejudice to our right to demand fulfillment (with compensation) of the agreement instead of its termination.

We will terminate the agreement with purchaser with immediate effect if:

- a. purchaser is declared bankrupt, goes into administration, presents a request for suspension of payment, or if purchaser (temporarily or definitely) is granted a suspension of payment or if there is a seizure of the total assets of the purchaser or a part thereof;
- b. purchaser, when this is a natural person, dies or is made a ward or if the merchandise of the purchaser is put under administration; c. if the purchaser, when this is a legal person, goes into liquidation or if a claim for the dissolution of the purchaser is made or a dissolution decision with respect to the purchaser has been or is taken.

Force majeure

- 12.1 If we are unable, because of force majeure, to fulfill all or part of our obligations to purchaser, we are entitled to delay delivery of goods or cancel the agreement depending on the circumstances. Apart from the clauses in article 75 Book 6 BW, force majeure will be those events and circumstances, of whatever nature, that prevent us or make it unreasonably problematic to fulfill our obligations. In any case, we will be prepared to discuss with purchaser how to remedy the force majeure in such a way that damages to us and to purchaser are minimised. In case of force majeure purchaser is not entitled to any damages or compensation.

Disputes

- 13.1 All disputes resulting from or connected with an agreement to which these Conditions are applicable, will be settled before the competent judge in the District of Amsterdam, including procedures for obtaining provisional rulings.

Appropriate law

- 14.1 The Dutch Law is applicable to all offers, agreements, and deliveries ruled by these Conditions.

Validity

- 15.1 If any provision in these Conditions is not completely valid or only partially valid and/or not enforceable as a result of any legal directive, judicial judgment or any directive, decision, recommendation or measure from any local, regional, national or supranational authority or body or otherwise then this will have no effect on the validity of the other provisions in these Conditions. If a provision in these Conditions might not be valid for one or other reason indicated in the previous sentence but would be valid if it had a more limited range or scope then this provision will be automatically valid with the most far-reaching or extensive range or scope with which or within which it is valid. If any provision in these Conditions is contradictory to the original Dutch version, the relevant Dutch provision will prevail.