

GENERAL TERMS OF SALE, DELIVERY AND PAYMENT

The Award Company B.V.

established and having its office at 5121 DS Rijen, at Markiezenbaan 4. Registered at the Court District in Tilburg under depot number 2/2005

APPLICABILITY

1. These general terms and conditions relate to the sale of goods and services. Wherever the words 'seller' or 'buyer' are used, they should also be read as 'person accepting the order' and 'person placing the order' respectively.
2. All offers and sales agreements and all advice and deliveries supplied shall be subject to a declaration of applicability of these general terms of sale, delivery and payment, unless otherwise agreed explicitly in writing by the parties.
3. Insofar as applicable, the concept of 'goods' used in these general terms and conditions also includes installations, appliances, parts, accessories and tools, in the broadest meaning of the words.
4. Unless otherwise stated in the offer, all offers shall have a period of validity of 30 days.
5. An agreement enters into force as soon as acceptance of the offer has reached the seller. Acceptance implies approval of these general terms and conditions and the forgoing of the buyer's own terms (of purchase) where and insofar as any departures contravene these terms or applicable Netherlands law.
6. Where the acceptance departs from the offers at any point, the agreement shall enter into force only where and insofar as the seller has agreed to such departure explicitly in writing.
7. An offer shall be regarded as not having been made where and insofar as executing the offer or the agreement will result in action in contravention of legal provisions, rules or regulations. In this case, neither the seller nor the buyer may make any claims on the other party.
8. With regard to sale from warehouse stock, the invoice may replace the written confirmation.
9. All quotes and offers shall be based on data, drawings and measurements derived from them, and on measurements derived from measuring by the seller, insofar as there have taken place for the purpose of the offer. Any designs, illustrations, drawings, price lists, catalogues, lists of measurements and weights, specimens and models supplied by the seller shall be as accurate as possible and shall be binding only insofar as this is confirmed explicitly. Details do not have to be supplied. Minor differences in execution shall be permissible.
10. The seller reserves the copyright and ownership of any designs, illustrations, drawings, samples, specimens and models. They may not be copied without his permission or handed over to third parties. They should be returned to the seller forthwith at his earliest request, failing which their value, to be further specified, shall be payable by the buyer, without prejudice to any other legal measures open to the seller to pursue his rights.
11. Any amendments to or cancellations of an agreement require the seller's written approval.
12. In the event that the buyer wishes to amend or cancel the agreement concluded, he shall pay any damages and costs resulting from the amendment or cancellation to the seller.

PRICES AND PAYMENTS

13. The prices mentioned in an offer are fixed and exclude turnover tax, import and export duties, import and export tax, transport insurance, packing costs, clearance charges, consulate costs and any other possible costs which the seller has to incur within reason in order to deliver the goods sold at the time and place as arranged. Establishment of the level of these costs shall be based on the actual costs incurred, paid and/or to be paid by the seller.
14. Where, after the offer has been made and accepted but before the execution of the agreement, a change in cost-determining factors leads to an increase in the cost price/calculation price for the seller of more than 10%, the seller may charge this increase on to the buyer, and the buyer may choose whether to accept the increased price or to regard the offer or agreement as not having been made or not having been concluded, without this resulting in any rights or obligations between seller and buyer. In the event of a change, the seller shall notify the buyer within three days of the change becoming apparent, after which the buyer shall notify the seller of his choice within three days.
15. Unless otherwise agreed in writing, the buyer shall be obliged to make a cash payment for the purchase price including the costs as referred to under 13 after delivery or execution without any concession or compensation in Netherlands currency or in euros.
16. Where, prior to delivery or execution, the seller has doubts about the buyer's solvency, the seller shall be authorised to annul the agreement by one communication to the buyer, or to postpone the execution of the agreement until security has been provided.
17. In the case as referred to under 16, the seller shall be entitled to the payment of costs and damages, including lost profits, caused by the measures taken by the seller as referred to under 16. Where the doubt is not justified, the buyer shall not be entitled to any payment of costs or damages, in whatever form suffered, unless the seller has acted intentionally or has made a grave error verging on intention.
18. Where the buyer fails to comply with his payment obligations in time, he shall be in default as a result of the mere passing of the period referred to under 15, without any demand or declaration from the seller being required, and shall forfeit an interest charge for late payment of 1.5% per month, with part of a month being regarded as a full month, of the amount due to the seller. The debt consisting of the interest charge for late payment shall be without prejudice to the seller's right to regard the (purchase) agreement as annulled 10 days after the buyer's being in default, provided that he declares in writing to the buyer that this is what he wishes, without court intervention, in which case the buyer shall be liable for any damage suffered by the seller, including any loss of profit and non-legal and legal costs, as well as the actual costs incurred in any procedure, costs as referred to under 13 and costs of extra transport, fixed at 25% of the invoice amount excluding BTW (Dutch VAT).
19. Where the buyer fails to comply with his payment obligations or fails to do so in time, the cost of collection shall be payable by the buyer. When this consists only of non-legal costs, they will be fixed at 15% of the invoice amount, with a minimum of NLG 250,- to which BTW shall be added. Where it is decided to appeal to the court for collection, the buyer will be liable for the aforementioned non-legal costs as well as any reasonable process and enforcement costs to be incurred.
20. The seller is entitled to compensate any claims on the buyer with any debts the buyer has or shall have to the seller.

DELIVERY AND RESERVATION OF TITLE

21. The seller shall deliver the goods or execute the services at the time and place laid down in the offer or agreement, according to and with regard to the legal provisions, orders, directives, regulations, etc. Where delivery or execution at the time and place as arranged is not possible due to the buyer's action or a circumstance beyond the control of the seller or buyer, delivery or execution shall take place at the buyer's expense elsewhere as soon as possible or within the next 14 days. Where this is not possible, the agreement shall be regarded as not having been concluded, in which case the buyer must pay any damages, including lost profits, to the seller, in cases where the impossibility was due to the buyer's action or is considered to be at the buyer's risk.
22. Where the buyer refuses to receive the goods or services offered at the time and place as arranged, the goods shall be considered to have been delivered and the services shall be considered to have been executed at the moment they are offered, from which moment the buyer shall be due the price and costs as referred to under 13, and the buyer shall be obliged to pay for the damages caused and extra costs incurred by the seller as a result of the refusal.
23. In the event that the sale took place on the basis of delivery on call, the buyer must arrange the delivery on call in such a way that all the goods are called for within three months of the agreement's entering into force, unless a different period has been agreed in writing. Where the buyer fails to do so, the provision under 21 shall apply.
24. The seller is entitled to deliver the goods mentioned in the offer or agreement in parts (part deliveries). In the event of part deliveries, the seller may produce separate invoices on each occasion.
25. The buyer is obliged to inspect on delivery whether the goods delivered are of the quantity and quality he might expect on the basis of the agreement, failing which the goods shall be considered to be of this quantity and quality. The buyer must notify the seller of any deviations in quantity or quality forthwith in writing.

26. In the case as referred to under 21, the goods and services shall be considered to be of the quantity and/or quality agreed.
27. In the event of any justified complaints about quantity and/or quality, whose verification by the seller must be facilitated by the buyer, the seller, unless otherwise is agreed in writing, shall supply new goods or carry out the services correctly as soon as possible, in which case the seller shall not be liable for damages towards the buyer.
28. Subject to the provisions under 29, ownership of and the risk relating to the goods are transferred on delivery, whereby refusal to cooperate in the delivery as referred to under 22 shall be regarded as delivery.
29. As long as the buyer has not paid the amount of the purchase sum and any additional costs in full, the seller will reserve the title to these goods, in which case the buyer shall be liable to the seller for any damage to or loss of the goods. Where this reservation leads to the actual recollection of the goods by the seller, the buyer will owe to the seller 25% of the invoice amount, excluding BTW, in addition to the costs actually incurred.

CIRCUMSTANCES BEYOND ONE'S CONTROL

30. Where the seller is unable, due to circumstances beyond his control, to deliver the goods bought or execute the services at the time and place arranged, and no situation occurs as referred to under 21, the period of delivery/execution shall be extended by one month. Where the seller, also due to circumstances beyond his control, has turned out to be able to deliver the goods bought or execute the services within this month, the agreement shall be annulled without court intervention, and none of the parties involved in the agreement shall be entitled to damages of whatever nature, including loss of profit.

GUARANTEE OF PROPER DELIVERY/EXECUTION

31. The seller shall do anything that may be expected from him within reason to ensure that proper products of a good quality are delivered and/or that the services are executed in an appropriate manner.

WARRANTY

32. The seller shall be liable for any shortcomings in the goods delivered under the following conditions and subject to the following restrictions.
Any new goods delivered shall be warranted for the period mentioned in the offer, from the date of delivery, against any defects in their manufacture or construction or any material defects, provided that the buyer notifies the seller of any defects within a period of 8 days of their discovery. The seller's warranty obligation shall remain restricted to supplementing, replacing or repairing the goods, to be decided by the seller, without the seller being held to any further compensation of whatever nature. The buyer must keep the relevant goods available for inspection by the seller. The goods to be supplemented, replaced or repaired, or parts of them, must be sent to the seller carriage paid. Any goods and/or parts replaced by the seller shall become the seller's property.
The buyer may not appeal to the warranty in the event that:
 - the goods are used in a manner deviating from the manufacturer's instructions;
 - the goods are treated or used in a manner deviating from what might be considered normal;
 - any repairs, replacement of parts or similar actions that are carried out by persons other than those appointed or authorised by the seller;
 - any damage is caused by an accident, circumstances beyond the buyer's control or grave negligence in the execution of work by the buyer or his personnel; The seller shall not be held to any warranty as long as the buyer has not complied in full with his payment obligation.

LIABILITY

33. The buyer shall indemnify the seller for any liabilities with regard to any designs, illustrations, drawings, measurements, etc. used and/or applied by the seller at the buyer's request, whether or not supplied by the buyer to the seller. This shall not prejudice the intellectual, industrial and related property rights of the seller and/or his suppliers as regards the goods delivered.
34. All goods, including those that are sold carriage paid, shall travel at the buyer's risk. Any contracts concluded with third parties shall not change this, and shall be considered to have been accepted in the interest and at the expense of the buyer.
35. Unless the buyer has requested the seller in good time to insure the goods during transport at the buyer's expense, the goods shall travel uninsured.
36. Unless an insurance effected by the seller covers the damage or the damage may actually be claimed from the seller's supplier or another third party, the seller shall preclude any liability towards the buyer, with the exception of any damage due to intention or a grave error verging on intention, insofar as this would lead to a payment obligation which exceeds the net invoice amount. This applies to both contractual and legal liability for any damage the buyer suffers directly or indirectly as a result of the purchase, the presence or use of the goods purchased by himself or by others, or in any other way, which contingent and limited preclusion of liability applies accordingly to the execution of several services.
37. Under the same contingent and limiting conditions and circumstances as referred to under 36, the buyer shall indemnify the seller from any claims for damages from third parties made against the seller as regards the goods sold to the buyer or services executed for the buyer.

LAW APPLICABLE

38. All agreements concluded under these general terms and conditions are subject to Netherlands law.

DISPUTES

39. With regard to any disputes resulting directly or indirectly from an agreement concluded under these general terms and conditions, the District Court in Breda shall be the competent body, to the exclusion of any other bodies, insofar as disputes are within the competence of the District Court. With regard to any disputes that are not within the competence of the District Court, the legal body which is competent as regards such disputes in the seller's place of establishment shall be the competent body, to the exclusion of any other bodies.
40. Without prejudice to the provisions under 39, the seller reserves the right to summon the buyer before the competent legal body in the buyer's town of residence.