

**1. GENERAL**

These general conditions will be used by the Dutch Limited Company with limited liability R&R Verkoop en Productontwikkeling B.V., established in (5074 RC) Biezenmortel, the Netherlands, at Oude Bosschebaan 21, hereinafter referred to as "RRVP".

**2. REALIZATION AGREEMENT**

The agreement with the other party will be achieved after confirmation by RRVP or at the start of the execution of the agreement by RRVP.

**3. INTELLECTUAL PROPERTY**

- 3.1 The copyrights and all the rights of industrial property of the objects sold and/or manufactured by the company, will be maintained by RRVP.
- 3.2 In case of violation of any of RRVP's intellectual properties by the other party, they will be due to pay a fee of € 50.000. This fee could be claimed on account of the Dutch law as well as compensation.

**4. PRICES**

- 4.1 All prices will be in Euros and taxes are not included.
- 4.2 RRVP is allowed to pass on any increase of the cost price to the other party by way of (for instance) impositions, taxes and additional charges.

**5. PAYMENT**

- 5.1 Payment will be prior to delivery. The other party is not allowed to decrease the (purchase) price with any amount because of an instituted opponent claim from their side.
- 5.2 If an invoice is not paid on delivery, the other party is considered as being in default, without the right to claim a summation or proof of default. From that moment on, RRVP has the right to claim all the outstanding invoices immediately and completely.
- 5.3 The other party has to pay a so called delay interest in case of non-in time payment which will be equal to 1.5% per month.
- 5.4 If, because of the other party's omission, RRVP is forced to dispose itself of the claims for collection, the costs which will appear in case of a recovery, like service charges, judicial and non-judicial costs, which also contain the costs for a bankruptcy application, have to be paid by the other party. The non-judicial recovery costs amount to 15% of the unpaid amount, with an absolute minimum of €150,00. This does not reduce RRVP's rights to claim the actual suffered loss(es).
- 5.5 If the other party does not (completely) fulfill any agreement with RRVP or if RRVP has doubts about the payment capacity of the other party, RRVP is authorized to postpone the delivery, until the other party has provided

safety in favor of the claims and payment of the things that have to be delivered.

**6. DELIVERY**

- 6.1 Delivery will take place ex factory.
- 6.2 The agreed delivery time is not to be considered as final term.
- 6.3 When the goods have been delivered, the risk is transferred to the other party.
- 6.4 The goods that have to be delivered by RRVP should be collected by the other party.

**7. OWNERSHIP RESTRICTION**

- 7.1 Delivery takes place with ownership restriction. This restriction goes for all payment claims, because of the lack of performance of the entered agreements between RRVP and the other party as well as because of the by RRVP granted services and performed activities on behalf of the other party.
- 7.2 RRVP is authorized to take back all the goods which are delivered by RRVP and which stayed property in accordance with the previous paragraph if the other party pays too late or if RRVP has sufficient reasons to assume that the other party will pay too late or won't pay at all.

**8. FORCE MAJEURE**

- 8.1 Force majeure means force majeure in accordance with article 6:75 of the Dutch civil lawbook.
- 8.2 If the delivery is delayed with more than 3 months because of force majeure, both RRVP and the other party are authorized to annul the agreement.

**9. LIABILITY**

- 9.1 RRVP is not liable for damages suffered by the other party, except and unless the client can prove that RRVP has acted intentionally or with gross negligence.
- 9.2 RRVP is in no case liable for consequential damage of the other party or a third party.
- 9.3 Liability for damages is expressly limited to the amount the insurance pays in the relevant case. If for any reason, no payment is made under the insurance, liability for damages is expressly limited to the purchase price of the product that caused the damage.

**10. GUARANTEE**

- 10.1 RRVP is liable towards the other party for the damage to the goods supplied by RRVP, occurring during the guarantee term specified in the purchase agreement, unless the damage results from the fact that the other party or a third party, used the goods against the corresponding instructions and / or hoist or otherwise made a mistake in using the goods.
- 10.2 RRVP's liability is limited to the free repair of defective goods or to the replacement of such goods or a part of them, as assessed by RRVP.

## **11. CONTROL and COMPLAIN**

- 11.1 The other party should check the delivered goods thoroughly for defects within 1 month after delivery.
- 11.2 All claims should be reported to RRVP in writing within 8 days after the other party has found a defect, at least could have reasonably found. After this period, the other party can no longer appeal to noncompliance.

## **12. CANCELLATION**

- 12.1 The other party can cancel the agreement in writing until the goods have been delivered.
- 12.2 In case of cancellation, the other party is indebted a penalty equal to 1/3 of the agreed purchase price.

## **13. (RESULT OF) ANNULMENT**

- 13.1 RRVP is authorized to annul the agreement without judicial intervention if the other party is declared in state of bankruptcy, is admitted to the statutory debt arrangement or has lost in another way the power to dispose of its assets or parts of it.
- 13.2 The mutual existing claims will be immediately claimable by the annulment. The other party is liable for the RRVP damages, including loss of profits and costs of transportation. Not reduced the right of RRVP to recover the actual damage to the opposite side, forfeit the opposite side in case of annulment a penalty equal to 1/3 of the agreed purchase price.

## **14. DISPUTES and APPLICABLE LAW**

- 14.1 The Dutch law applies to the agreements between parties.
- 14.2 All disputes will be settled according to the Dutch law by the court in 's-Hertogenbosch, the Netherlands, unless RRVP takes the dispute up with another court, authorized according to the relevant court rules.

## **15. TRANSLATION**

These English general conditions are translated from Dutch, so RRVP cannot guarantee that the translated text is without mistakes. In case of any doubt, the Dutch version is valid.